





1811 W. Airline Highway LaPlace, LA 70068 (985) 652-9569

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST JOHN THE BAPTIST PARISH COUNCIL
AND
ROLLO SECURITY SERVICES, INC.

This Agreement is made and entered into on this day of November, 2019 between St. John the Baptist Parish Council, (hereinafter referred to as "Parish"), represented by Natalie Robottom, Parish President, in accordance with the duly passed motion of the St. John the Baptist Parish Council and Rollo Security Services, Inc., 494 West 5<sup>th</sup> St., LaPlace, LA 70068 represented by David Rollo, Director, in accordance with the Corporate Resolution attached hereto, hereinafter referred to as "Contractor" under the following terms and conditions.

## **TERM OF AGREEMENT**

This **Agreement** shall begin on **January 1, 2020** and terminate **three (3) years** after commencement on December 31, 2022. This agreement may be renewed for two (2) additional one (1) year terms, subject to approval by St. John the Baptist Parish Council.

#### **AMENDMENT**

This **Agreement** may be amended by written consent, executed by both parties and subject to approval of the St. John the Baptist Parish Council.

## **SCOPE OF SERVICES**

The "Services" to be performed by the **Contractor** for the **Parish** under this **Agreement** are set out in **Exhibit A: Scope of Services**, incorporated herein by reference.

### **PAYMENT TERMS**

In consideration of the services described in **Exhibit A**: **Scope of Services**, the **Parish** hereby agrees to provide compensation to the **Contractor** in accordance with its fee schedule listed in **Exhibit B**: **Pricing Schedule**. Invoice payment terms are Net 30. Invoices are to be billed monthly.

All payments invoices, deliverables, etc. must be submitted and approved by the **Chief Financial Officer or Designee**, hereinafter called the "**Director**".

### MONITORING PLAN

This Agreement shall be administered and monitored by the Director. The monitoring plan will

include a review of the services delineated in **Exhibit A: Scope of Services** to ensure completion and a review of invoices for accuracy prior to payment.

#### **TAXES**

The **Contractor** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **Contractor** 's obligation. **Contractor** is required to provide a completed W-9 form prior to commencement of work.

#### **TERMINATION FOR CAUSE**

The Parish may terminate this Agreement for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Agreement, provided that Parish shall give the Contractor written notice specifying the Contractor's failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **Contractor** may terminate this **Agreement** for cause based upon the failure of the **Parish** to comply with the terms and/or conditions of this **Agreement**, provided that the **Contractor** shall give the **Parish** written notice specifying the **Parish's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This **Agreement** shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **Contractor** will not be relieved of liability to **Parish** for damages sustained by **Parish** by virtue of any breach of this **Agreement** by the **Contractor**, and **Parish** may withhold any payments to the **Contractor** for the purpose of setoff until such time as the exact amount of damages due **Parish** from the **Contractor** is determined.

#### TERMINATION FOR CONVENIENCE

**Parish** may terminate this **Agreement** at any time by giving thirty (30) days written notice to the **Contractor** of its intent to terminate this **Agreement**. The **Contractor** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

## **GENERAL CONDITIONS**

The professional and technical adequacy and accuracy of documents and other work products furnished under this **Agreement** will be conducted in a manner consistent with the level of care and skill ordinarily exercised by a member of the profession.

It is understood and agreed by the parties hereto that the **Contractor** is entering into this **Agreement** in the capacity of an independent **Contractor**. While in the performance of services or carrying out other obligations under this **Agreement**, the **Contractor** shall be acting in the capacity of independent Contractors and not as employees of the **Parish**.

The **Parish** shall not be obliged to any person, firm or corporation for any obligations of the **Contractor** arising from the performance of their services under this **Agreement**.

The Contractor warrants that he has not employed or retained any company or person, other than a

bona-fide employee working solely for the **Contractor**, to solicit or secure this **Agreement**, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the **Contractor**, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**. For breach or violation of this warranty, the **Parish** shall have the right to annul this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **Contractor**, shall not be assigned or subcontracted in whole or in part by the **Contractor** as to the services to be performed hereunder without the written consent of the **Parish**.

### VENUE

without liability.

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **Contractor** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trail and appropriate Appellate courts.

### **INSURANCE**

The **Contractor** shall meet or exceed the **Parish's** Insurance Requirements as listed in **Exhibit C**: **Insurance Requirements**.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **Contractor** by the **Parish** shall remain the property of the **Parish**, and shall be returned by **Contractor** to the **Parish**, at **Contractor**'s expense, at termination or expiration of this **Agreement**. All records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **Contractor** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of the **Parish**, and shall, upon request, be returned by **Contractor** to the **Parish**, at **Contractor**'s expense, at termination or expiration of this **Agreement**.

#### **AUDITORS**

It is hereby agreed that **Parish** shall have the option of auditing all accounts of **Contractor** which relate to this **Agreement**.

### **NON-ASSIGNABILITY**

**Contractor** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of the **Parish**. This provision shall not be construed to prohibit the **Contractor** from assigning its bank, trust company, or other financial institution any money due or to become due from approved **Agreements** without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the **Parish**.

#### INDEMNITY

To the fullest extent permitted by law, **Contractor** shall indemnify and hold harmless the **Parish** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not

limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the **Contractor**.

#### SEVERABILITY CLAUSE

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

### **FISCAL FUNDING**

The continuation of this **Agreement** is contingent upon the appropriation of funds to fulfill the requirements of this **Agreement** by the **Parish** or any other state or federal funding source. If the **Parish** fails to appropriate sufficient monies to provide for the continuation of this **Agreement**, or if such appropriation is reduced by the veto of the Parish President or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this **Agreement**, this **Agreement** shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

#### NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Contractor:	
ATTN: Natalie Robottom	ATTN: David Rollo	
Parish President	Director	
St. John the Baptist Parish	Rollo Security Services, Inc.	
1811 W. Airline Hwy.	494 West 5 <sup>th</sup> St.	
LaPlace, Louisiana 70068	LaPlace, Louisiana 70068	

#### **EXCLUSIONS**

Pursuant to Louisiana Revised Statute 38:2227, **Contractor** must certify that he has not been convicted of or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes.

**Contractor** must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, Contractor misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

# NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), the **Contractor** must certify that neither he, nor anyone acting on behalf of the **Contractor**, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this **Agreement**, other than persons regularly employed by **Contractor** further affirms that no part of the **Agreement** price was paid or will be paid to any person, firm, association, or other organization for soliciting this **Agreement**, other than payment to person regularly employed by the **Contractor** in the regular course of their employment duties for the **Contractor**. **Contractor** further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

#### E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, **Contractor** must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under an **Agreement** with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. **Contractor** must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

#### **DISCRIMINATION CLAUSE**

The **Contractor** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **Contractor** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The **Contractor** agrees not to discriminate in its employment practices and will render services under this **Agreement** without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

SIGNATURES ON FOLLOWING PAGE

**THUS DONE AND SIGNED AT** LaPlace, Louisiana on the day, month and year first written on page 1 of this document.

WITNESS:

PARISH:
ST. JOHN THE BAPTIST PARISH

By: Matalie Robottom
Parish President

WITNESS:

Contractor:
ROLLO SECURITY SERVICES, INC.

SAUVEL G MANA By: DJ Rlb

Director

# EXHIBIT A Scope of Work

- I. Contractor must ensure all Security Guards meet and perform the following requirements during regular daily service (7:30 A.M. 5:00 P.M.):
  - 1. Observe and Enforce Ordinance 19-06 "Prohibiting the possession, use and/or discharge of weapons and are firearms in Parish-owned buildings", with the exception of weapons worn by Armed Security Guards, Sheriff's Deputies, and **Director**.
  - 2. Observe and enforce the Ordinance 19-03 "No Smoking within 50 ft. of entry to Parish buildings".
  - 3. Maintain a high level of visibility at all times as a deterrent.
  - 4. Interact with all visitors in a respectful, courteous and dignified manner.
  - Greet and consult unescorted visitors who may be in unauthorized areas.
  - 6. Direct all Media personnel to the Receptionist's Desk.
  - 7. Operate the weapons screening X-ray machine and use hand-held wands as prompted by the walk-through metal detector.
  - 8. Confiscate contraband and/or weapons discovered during a search or screening and notify the Sheriff's office and **Director**.
  - 9. Report threatening situations to local authorities by calling 911 and Director.
  - 10. Observe and report any unusual or suspicious activities to **Director**.
  - 11. Report any elevator malfunctions or fire panel alarms to Capital Projects Administrator
  - 12. Ensure that incident reports (Provided by Parish) and other written documentation requests are forwarded to **Director**.
  - 13. Secure all doors and access points around the perimeter of the building at the beginning and end of shift.
  - 14. Secure all outside doors, check stairwells and public restrooms at the beginning and end of each shift to deter loitering and ensure all visitors have exited the building by close of business.
  - 15. Remain at post for the entire duration of shift with the exception of breaks and lunch.
  - 16. In the event an Armed Security Guard is unable to perform his/her duties due to illness, injury, or other reasons, the **Contractor** shall provide a replacement Armed Security Guard within a half hour (1/2) from the time the post is vacated.
  - 17. **Contractor** shall respond to emergency service requests within one (1) hour and respond to non-emergency service requests as soon as possible or no later than the following day. **Contractor** shall be capable of responding to all service requests within the specified timelines
  - 18. Contractor's Armed Security Guards and other agents or representatives of Contractor shall not:

- a. Lock or unlock public entrances outside of hours described unless authorized by the Security Guard Supervisor or the Capital Projects Administrator or designee.
- b. Sit on desks, Counter tops, tables, or rest feet on desk tops or open desk drawers.
- c. Security Guards under the influence of alcohol, marijuana, or illegal drugs while on duty will be dismissed and guard shall not be reassigned to any Parish facility.
- d. Converse privately with acquaintances or personal visitors while on duty. Armed Security Guards shall utilize their breaks and lunch periods for such interactions.
- e. Use cell phones or other devices to take photos or recordings while on duty. Parish property recordings and posting on social media of any kind (photo, audio or video) are strictly prohibited. Usage of personal telephones are limited to business or personal emergencies.
- f. Read books, magazines or newspapers while on duty.
- g. Accept any gifts or gratuities from Parish staff or visitors.
- h. Occupy their vehicles while on duty.

The Parish has the right to decline the Contractor's placement of Armed Security Guards whom the Parish may deem to be unsuitable for the assignment.

## II. Uniforms and Equipment

- Security guards are to be dressed in appropriate uniforms that comply with the "name and patch" requirements of the State of Louisiana Security Enforcement Officer.
   Uniforms are to be neat, clean, pressed, and lint free. Uniforms are to include dress or leather work shoes that are clean, in good condition and color coordinated with the uniform. The Contractor shall provide uniform attire for employees. No tennis or athletic shoes are permitted.
- 2. Uniforms must bear one (1) patch or emblem depicting Contractor business name.
- 3. Uniforms must include a badge that is unique to the **Contractor**.
- 4. Uniforms must include a name tag and photo I.D. of the Contractor's employee.

## Supervision of Work

 Contractor is responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this contract. Contractor shall notify Director in writing of any special comments on guard services needed.

#### III. Complaints

 Complaints about services may be cause for termination of any agreement for Security Guard services. The Parish believes that the key to good service relationships is to seek constant informal feedback by asking.

- Complaints will be put in writing and forwarded (by the location) to the **Director** and will
  note the dates and locations where the service was unacceptable or did not meet the
  terms and conditions of this **Agreement**.
- Copies of complaints will be immediately forwarded to the Contractor for response.
   Responses to complaints about failing to meet Agreement specifications must include a plan to correct and make sure the problem does not reoccur.

## IV. Holidays

The Parish will not require Security Service on holidays observed by the Parish:

New Year's Eve New Year's Day Martin Luther King Day Mardi Gras Day Good Friday Memorial Day Independence Day Labor Day All Saints Day Veteran's Day Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

# V. Requirements and Specifications

To ensure the safety of government employees and property for Armed Security Services, the **Contractor's** employees shall submit to a seven (7) year, statewide criminal background check, as arranged by and at the cost of the employer. Results of these background checks shall be submitted to the **Director** no later than thirty (30) days from the date of execution of the contract and within 3-5 business days of hiring new employees.

## VI. Regulatory Requirements:

The **Contractor** shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of the work specified herein. Ignorance on the part of the **Contractor** shall not, in any way, relieve the **Contractor** from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

The **Contractor** shall hold all licenses, permits, and certifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of the work specified herein.

The **Contractor** shall remain in compliance with local, state and federal regulations governed by Louisiana Private Contract Security Companies and rules (L.R.S. 37:3270-3299)

## VII. Work Completion:

At completion of the work shift, the Security Guards shall leave written notice of any irregularities noted during servicing.

# EXHIBIT B Pricing Schedule

The **Contractor** does hereby offer to perform services on behalf of the Parish, of the type and quality and conditions set forth in **Exhibit A: Scope of Work** at the fees stated below.

Area	Address	Rate Per Hour
St. John the Baptist Parish Government Complex - Two (2) Security Guards	1811 W. Airline Hwy, Laplace, LA 70068	\$17.00
Arcuri Center - One (1) Security Guard	1020 Cambridge Drive, Laplace, LA 70068	\$17.00
Garyville Service Center - One (1) Security Guard	492 Historic Main, Garyville, LA 70051	\$17.00

# EXHIBIT C Insurance Requirements

**Contractor** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **Contractor** may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) <u>Statutory Workman's Compensation</u> covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **Contractor** in connection with this **Agreement**.

## The limits for "A" above shall be not less than:

- 1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
- 2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
- 3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 4. No excluded classes of personnel or employees shall be allowed on Council's premises.
- B) Commercial General Liability, including:
  - 1. Contractual liability assumed by this agreement.
  - Owner's and Contractor's Protective Liability (if Contractor is a General Contractor).
  - 3. Personal and advertising liability.
  - 4. Completed operations.
  - 5. Medical Payments.

#### The limits for "B" above shall not be less than:

- 1. \$1,000,000 each occurrence limit.
- 2. \$2,000,000 general aggregate limits other than products completed operations.
- 3. \$1,000,000 personal and advertising injury limit.
- 4. \$1,000,000 products/completed operations aggregate limit.
- 5. \$50,000 fire damage limit.
- 6. \$5,000 medical expense limit (desirable but not mandatory).
- 7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
- 8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
- 9. Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.
- C) <u>Comprehensive Automobile Liability</u> covering all owned, hired and other non-owned vehicles of the Contractor.

## The limits for "C" above shall not be less than:

- 1. \$1,000,000 CSL
- 2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.
- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. Contractor shall maintain insurance in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

# CORPORATE RESOLUTION

A meeting of the Board of Directors of Rollo Security Services, Inc.  A corporation organized under the laws of the State of Louisiana  And domiciled St. John the Roptet Poish was held this 21 day of October .20/9 and was attended by a quorum of the members of the Board of Directors.
The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:
BE IT RESOLVED, that is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with St. John the Baptist Parish to conduct business and/or perform services for St. John the Baptist Parish.
<b>BE IT FURTHER RESOLVED</b> that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Agency of St. John the Baptist Parish, shall have been furnished a copy of said resolution, duly certified.
hereby certify that I am the Director of  Rollo Security Services, Inc. a corporation created under the laws of the State of  Louisiana domiciled in St. John the Both Rolls that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation as a meeting called and held on the 21 day of October 2019, as said resolution appears of record in the Official minutes of the Board of Directors in my possession this 21 day of October 2019.
Director Director



# ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy. LaPlace, Louisiana 70068 Office 985-652-1702 Fax 985-652-1700

November 27th, 2019

Division A Larry Sorapuru, Jr. 502 Hwy. 18 River Road Edgard, LA 70049 Cell 504-218-9049

Division B Jaclyn S. Hotard 1805 W. Airline Hwy. LaPlace, LA 70068 Office 985-652-1702

Natalie Robottom, Parish President ST. JOHN THE BAPTIST PARISH 1811 W. Airline Hwy. LaPlace, LA 70068

Dear Mrs. Robottom:

District 1 Town of Wallace Vacherie, LA 70090 Cell 504-330-6338

5605 Hwy. 18 River Road Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, November 26th, 2019.

District II Julia Remondet 1805 W. Airline Hwy. LaPlace, LA 70068 Cell 504-330-7739

District III Lennix Madere, Ir. P.O. Box 2617 Reserve, LA 70084 Cell 985-379-6188

"Councilman Madere moved and Councilman Malik seconded the motion to grant administration authorization to award Armed Security Services to Rollo Security Services, Inc. for the following Parish Facilities: St. John the Baptist Parish Government Complex, Arcuri Center and Garyville Services Center. The motion passed with Councilwoman Hotard Gaudet absent."

District IV Marvin Perrilloux 2108 Golfview LaPlace, LA 70068 Cell 985-379-6168

District V Michael P. Wright 1805 W. Airline Hwy. LaPlace, LA 70068 Cell 504-717-3936

District VI Larry Snyder 1936 Cambridge Drive LaPlace, LA 70068 Celi 985-379-6061

District VII Thomas Malik 1805 W. Airline Hwy. LaPlace, LA 70068 Cell 504-402-0302

# CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 26th day of November, 2019.

November 27th

Jackie Landeche Council Secretary

St. John the Baptist Parish Council

SAPTIST PARILI